

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF MISSISSIPPI  
WESTERN DIVISION

KEITH CONNELL, INC.,

Plaintiff,

vs.

MID-SOUTH PRODUCE COMPANY  
OF JACKSON, INC., MID-SOUTH  
PRODUCE COMPANY, JUDITH H.  
WHITE aka JUDITH H. BOONE,  
WILLIAM E. WHITE, and LEE D.  
BOONE,

Defendants.

Case No.: 3:10-cv-00062-MPM-SAA

**STIPULATION FOR JUDGMENT UNDER  
THE PERISHABLE AGRICULTURAL COMMODITIES ACT (7 U.S.C. §499e)**

Plaintiff, Keith Connell, Inc. (□Keith Connell□), and Defendants, Mid-South Produce Company of Jackson, Inc. (□Mid-South Jackson□), Mid-South Produce Company (□Mid-South Grenada□), Judith H. White aka Judith H. Boone (□Judith White□), William E. White, and Lee D. Boone, jointly submit the following Stipulation For Judgment Under The Perishable Agricultural Commodities Act (7 U.S.C. §499e).

Keith Connell, Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone are collectively referred to in this Agreement

as the □Parties.□

### **BACKGROUND**

1. Between April 29 and June 9, 2010, Keith Connell sold to Mid-South Jackson and Mid-South Grenada in interstate commerce, and Mid-South Jackson and Mid-South Grenada purchased from Keith Connell, Produce in the total amount of \$409,978.97.

2. On July 12, a complaint was filed by Keith Connell to enforce its rights under the trust provisions of Perishable Agricultural Commodities Act of 1930, as Amended, 7 U.S.C. §499e (□PACA□) against Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone with the U.S. District Court for the Northern District of Mississippi (the □Court□), Case No. 3:10-cv-00062-MPM-SAA(the □Action□).

3. On July 12, 2010, an application for injunctive relief was filed by Keith Connell.

4. On July 14, 2010, the Court issued a Temporary Restraining Order (□TRO□), which, among other things, required Mid-South Jackson and Mid-South Grenada to discontinue any further dissipation of PACA trust assets and other assets which may or may not be impressed with the PACA trust, pending a

hearing on Plaintiff's Motion for Preliminary Injunction and decision of the Court.

5. Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone were served with the Complaint and Temporary Restraining Order on or about July 15, 2010.

6. In order to avoid the cost, expense and time involved in litigating the various claims asserted by Keith Connell against Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone, Keith Connell has agreed to settle and compromise all claims asserted against Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone.

**IT IS HEREBY STIPULATED AND AGREED,** between the Parties as follows:

A. The Parties stipulate that the Order for Judgment in the form attached as Exhibit "A" shall be entered by the Court for the purpose of facilitating the recovery of PACA trust assets, and to resolve the instant action pursuant to a Settlement Agreement reached by the Parties.

B. Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone stipulate that Keith Connell is a valid trust beneficiary

of Mid-South Jackson and Mid-South Grenada under Section 5(c) of the PACA, 7 U.S.C. §499e(c), in the aggregate amount of \$409,978.97, inclusive of interest and attorneys' fees as of the date of this Stipulation, for Mid-South Jackson and Mid-South Grenada violations of PACA by failing to maintain PACA trust assets and pay Keith Connell promptly under 7 U.S.C. §§499b(4) and e(c)(2).

C. The Parties stipulate that the Temporary Restraining Order entered on July 14, 2010 is dissolved and rendered ineffective as to all Defendants.

D. Keith Connell stipulates and agrees that upon recovery of all monies under the Settlement Agreement executed contemporaneously herewith with Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone, it shall file a Notice of Satisfaction of Judgment with the Court.

E. By signing this Stipulation below, the undersigned represent and warrant that they have all requisite authority to bind the party to the terms of this Stipulation and Order.

F. This Stipulation may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one instrument.

G. The Parties stipulate that this case shall be administratively closed with the Court retaining complete jurisdiction to reopen this case and to enforce

the terms of this Stipulation and the Settlement Agreement upon application by either party.

H. Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone stipulate and agree that they have been advised by Plaintiff's counsel to consult with an attorney regarding this Stipulation and the terms herein. Mid-South Jackson, Mid-South Grenada, Judith H. White, William E. White, and Lee D. Boone expressly represent that they have sought such counsel or have made the conscious decision to forgo counsel and enter into this Agreement knowingly, freely and willingly.

**STIPULATED BY THE PARTIES:**

Respectfully submitted on July 21, 2010.

**OF COUNSEL:**

**MEUERS LAW FIRM, P.L.**

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Counsel for Plaintiff Keith Connell, Inc.

Dated July 25 2010

MID-SOUTH PRODUCE COMPANY OF JACKSON,  
INC.

Judith H. White  
Mid-South Produce Co. of Jackson

Print Name: Mid-South Produce of Jackson  
Judith H. White

Title: President

Dated July 21 2010

MID-SOUTH PRODUCE COMPANY

Mid-South Produce Co. Judith H. White

Print Name: Mid-South Produce Co. Judith White

Title: President

Dated July 21 2010

JUDITH H. WHITE

Judith H. White

Dated July 21 2010

LEE D. BOONE

Lee D. Boone

Dated July 21 2010

WILLIAM E. WHITE

William E. White

# Exhibit A

UNITED STATES DISTRICT COURT  
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WESTERN DIVISION

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WHITE aka JUDITH H. BOONE,  
WILLIAM E. WHITE, and LEE D.  
BOONE,

Defendants.

Case No.: 3:10-cv-00062-MPM-SAA

**ORDER ON STIPULATION FOR JUDGMENT UNDER THE PERISHABLE  
AGRICULTURAL COMMODITIES ACT (7 U.S.C. §499e)**

Presently before this Court is the Stipulation for Judgment under the Perishable Agricultural Commodities Act (7 U.S.C. §499e). After my review of the Stipulation, and being otherwise fully advised in the premises,

**IT IS ORDERED:**

A. Keith Connell, Inc. is a valid trust beneficiary of Mid-South Produce Company of Jackson, Inc. (□Mid-South Jackson□), Mid-South Produce Company (□Mid-South Grenada□) in accordance with Section 5(c) of the Perishable Agricultural Commodities Act (□PACA□), 7 U.S.C. §499e(c), in the aggregate



amount of \$409,978.97, inclusive of interest and attorneys' fees as of the date of the Stipulation, for violation of PACA by failing to maintain PACA trust assets and pay Keith Connell, Inc. promptly under 7 U.S.C. §§499b(4) and e(c).

B. The Temporary Restraining Order entered on July 14, 2010 is dissolved and rendered ineffective as to all Defendants.

C. Judgment is hereby entered in favor of Keith Connell, Inc. and against Defendants, Mid-South Jackson, Mid-South Grenada, Judith H. White aka Judith H. Boone, William E. White, and Lee D. Boone, jointly and severally, in the amount of \$409,978.97, inclusive of interest and attorneys' fees as of the date of this Order.

D. Post-judgment interest shall accrue on the above amount at the current post-judgment rate per annum pursuant to 28 U.S.C. §1961 from the date of the entry of this Judgment until paid in full.

E. This case shall be administratively closed, with this Court retaining complete jurisdiction to reopen this case to enforce the terms of the Stipulation and the Settlement Agreement upon application by either party.

**IT IS SO ORDERED** in Chambers on July \_\_\_\_, 2010.

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Michael P. Mills  
Chief Judge, United States District Court